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|--|-------------------------------|--|--|--------------------------|--|--|
| REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i> | | THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE | | | PAGE OF PAGES 1 49 | |
| 1. REQUEST NO. DACW62-03-T-0006 | 2. DATE ISSUED 07-Jan-2003 | 3. REQUISITION/PURCHASE REQUEST NO. W38XDD-2346-7947 | 4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1 | RATING | | |
| 5a. ISSUED BY US ARMY ENGINEER DISTRICT, NASHVILLE-CW CONTRACTING DIVISION PO BOX 1070 NASHVILLE TN 37202-1070 | | | 6. DELIVER BY <i>(Date)</i> SEE SCHEDULE | | | |
| | | | 7. DELIVERY [X] FOB [] OTHER DESTINATION <i>(See Schedule)</i> | | | |
| 5b. FOR INFORMATION CALL: <i>(Name and Telephone no.) (No collect calls)</i> BERYL C NEWSOME 615-736-7933 | | | | | | |
| 8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE | | | 9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> SEE SCHEDULE | | | |
| 10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 23-Jan-2003 | | | | | | |
| IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter. | | | | | | |
| 11. SCHEDULE <i>(Include applicable Federal, State, and local taxes)</i> | | | | | | |
| ITEM NO. (a) | SUPPLIES/ SERVICES (b) | QUANTITY (c) | UNIT (d) | UNIT PRICE (e) | AMOUNT (f) | |
| | SEE SCHEDULE | | | | | |
| 12. DISCOUNT FOR PROMPT PAYMENT | | a. 10 CALENDAR DAYS % | b. 20 CALENDAR DAYS % | c. 30 CALENDAR DAYS % | d. CALENDAR DAYS No. % | |
| NOTE: Additional provisions and representations [] are [] are not attached. | | | | | | |
| 13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i> | | | 14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION | | 15. DATE OF QUOTATION | |
| | | | 16. NAME AND TITLE OF SIGNER <i>(Type or print)</i> | | TELEPHONE NO. <i>(Include area code)</i> | |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0001 | JANITORIAL SERVICES FOR WOLF CREEK BASE YEAR ONE | 1 | Lump Sum | _____ | _____ |

JANITORIAL SERVICES FOR WOLF CREEK POWER PLANT IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR THE BASE PERIOD BEGINNING 01 FEB. 2003 THRU 31 JAN. 2004.

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|--------|
| 1 | Section 2.1a(1), Parking Lot, Visitor Entrances, & Dam | 1 | wk | _____ | _____ |
| 2 | Section 2.1a(2), Area Between Powerhouse & Dam | 2 | yr | _____ | _____ |
| 3 | Section 2.1b(1), Dismantling Platform | 2 | wk | _____ | _____ |
| 4 | Section 2.1b(2), Dismantling Platform | 2 | mo | _____ | _____ |
| 5 | Section 2.1c(1), Office Areas | 2 | wk | _____ | _____ |
| 6 | Section 2.1c(2), Office Areas | 1 | wk | _____ | _____ |
| 7 | Section 2.1c(3), Office Areas | 2 | mo | _____ | _____ |
| 8 | Section 2.1d(1), Control Room | 2 | wk | _____ | _____ |
| 9 | Section 2.1d(2), Control Room | 1 | wk | _____ | _____ |
| 10 | Section 2.1d(3), Control Room | 1 | mo | _____ | _____ |
| 11 | Section 2.1d(4), Control Room | 1 | yr | _____ | _____ |
| 12 | Section 2.1e, Visitor Area | 1 | wk | _____ | _____ |
| 13 | Section 2.1f(1), Stairways | 2 | wk | _____ | _____ |
| 14 | Section 2.1f(2), Stairways | 1 | wk | _____ | _____ |
| 15 | Section 2.1f(3), Stairways | 1 | mo | _____ | _____ |
| 16 | Section 2.1g(1), Floors | 1 | wk | _____ | _____ |
| 17 | Section 2.1g(2), Floors | 1 | mo | _____ | _____ |
| 18 | Section 2.1h(1), Toilets & Showers | 2 | wk | _____ | _____ |
| 19 | Section 2.1h(3), Toilets | 2 | mo | _____ | _____ |

| | | | | | |
|----|---|---|----|-------|-------|
| 20 | Section 2.1i(1), Kitchen | 2 | wk | _____ | _____ |
| 21 | Section 2.1i(2), Stove & Microwave | 1 | wk | _____ | _____ |
| 22 | Section 2.1i(3), Refrigerators | 1 | mo | _____ | _____ |
| 23 | Section 2.1j, Penstock Chamber and Gallery | 1 | mo | _____ | _____ |
| 24 | Section 2.1k, Electric Shop | 2 | wk | _____ | _____ |
| 25 | Section 2.1k, Machine Shop | 2 | wk | _____ | _____ |
| 26 | Section 2.1m, Trash Removal | 1 | wk | _____ | _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|----------|------------|--------|
| 0002 | JANITORIAL SERVICES FOR WOLF CREEK OPTION YEAR ONE | 1 | Lump Sum | _____ | _____ |

JANITORIAL SERVICES FOR WOLF CREEK POWER PLANT IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR OPTION YEAR ONE FOR THE PERIOD BEGINNING 01 FEB. 2004 THRU 31 JAN. 2005.

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|--------|
| 1 | Section 2.1a(1), Parking Lot, Visitor Entrances, & Dam | 1 | wk | _____ | _____ |
| 2 | Section 2.1a(2), Area Between Powerhouse & Dam | 2 | yr | _____ | _____ |
| 3 | Section 2.1b(1), Dismantling Platform | 2 | wk | _____ | _____ |
| 4 | Section 2.1b(2), Dismantling Platform | 2 | mo | _____ | _____ |
| 5 | Section 2.1c(1), Office Areas | 2 | wk | _____ | _____ |
| 6 | Section 2.1c(2), Office Areas | 1 | wk | _____ | _____ |
| 7 | Section 2.1c(3), Office Areas | 2 | mo | _____ | _____ |
| 8 | Section 2.1d(1), Control Room | 2 | wk | _____ | _____ |
| 9 | Section 2.1d(2), Control Room | 1 | wk | _____ | _____ |
| 10 | Section 2.1d(3), Control Room | 1 | mo | _____ | _____ |
| 11 | Section 2.1d(4), Control Room | 1 | yr | _____ | _____ |
| 12 | Section 2.1e, Visitor Area | 1 | wk | _____ | _____ |
| 13 | Section 2.1f(1), Stairways | 2 | wk | _____ | _____ |
| 14 | Section 2.1f(2), Stairways | 1 | wk | _____ | _____ |
| 15 | Section 2.1f(3), Stairways | 1 | mo | _____ | _____ |
| 16 | Section 2.1g(1), Floors | 1 | wk | _____ | _____ |
| 17 | Section 2.1g(2), Floors | 1 | mo | _____ | _____ |
| 18 | Section 2.1h(1), Toilets & Showers | 2 | wk | _____ | _____ |
| 19 | Section 2.1h(3), Toilets | 2 | mo | _____ | _____ |

| | | | | | |
|----|---|---|----|-------|-------|
| 20 | Section 2.1i(1), Kitchen | 2 | wk | _____ | _____ |
| 21 | Section 2.1i(2), Stove & Microwave | 1 | wk | _____ | _____ |
| 22 | Section 2.1i(3), Refrigerators | 1 | mo | _____ | _____ |
| 23 | Section 2.1j, Penstock Chamber and Gallery | 1 | mo | _____ | _____ |
| 24 | Section 2.1k, Electric Shop | 2 | wk | _____ | _____ |
| 25 | Section 2.1k, Machine Shop | 2 | wk | _____ | _____ |
| 26 | Section 2.1m, Trash Removal | 1 | wk | _____ | _____ |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------------|----------|----------|------------|--------|
| 0003 | JANITORIAL SERVICES FOR WOLF CREEK | 1 | Lump Sum | _____ | _____ |

JANITORIAL SERVICES FOR WOLF CREEK POWER PLANT IN ACCORDANCE WITH ATTACHED SPECIFICATIONS FOR OPTION YEAR ONE FOR THE PERIOD BEGINNING 01 FEB. 2005 THRU 31 JAN. 2006.

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|--------|
| 1 | Section 2.1a(1), Parking Lot, Visitor Entrances, & Dam | 1 | wk | _____ | _____ |
| 2 | Section 2.1a(2), Area Between Powerhouse & Dam | 2 | yr | _____ | _____ |
| 3 | Section 2.1b(1), Dismantling Platform | 2 | wk | _____ | _____ |
| 4 | Section 2.1b(2), Dismantling Platform | 2 | mo | _____ | _____ |
| 5 | Section 2.1c(1), Office Areas | 2 | wk | _____ | _____ |
| 6 | Section 2.1c(2), Office Areas | 1 | wk | _____ | _____ |
| 7 | Section 2.1c(3), Office Areas | 2 | mo | _____ | _____ |
| 8 | Section 2.1d(1), Control Room | 2 | wk | _____ | _____ |
| 9 | Section 2.1d(2), Control Room | 1 | wk | _____ | _____ |
| 10 | Section 2.1d(3), Control Room | 1 | mo | _____ | _____ |
| 11 | Section 2.1d(4), Control Room | 1 | yr | _____ | _____ |
| 12 | Section 2.1e, Visitor Area | 1 | wk | _____ | _____ |
| 13 | Section 2.1f(1), Stairways | 2 | wk | _____ | _____ |
| 14 | Section 2.1f(2), Stairways | 1 | wk | _____ | _____ |
| 15 | Section 2.1f(3), Stairways | 1 | mo | _____ | _____ |
| 16 | Section 2.1g(1), Floors | 1 | wk | _____ | _____ |
| 17 | Section 2.1g(2), Floors | 1 | mo | _____ | _____ |
| 18 | Section 2.1h(1), Toilets & Showers | 2 | wk | _____ | _____ |
| 19 | Section 2.1h(3), Toilets | 2 | mo | _____ | _____ |

| | | | | | |
|----|--|---|----|-------|-------|
| 20 | Section 2.1i(1), Kitchen | 2 | wk | _____ | _____ |
| 21 | Section 2.1i(2), Stove & Microwave | 1 | wk | _____ | _____ |
| 22 | Section 2.1i(3), Refrigerators | 1 | mo | _____ | _____ |
| 23 | Section 2.1j, Penstock Chamber and Gallery | 1 | mo | _____ | _____ |
| 24 | Section 2.1k, Electric Shop | 2 | wk | _____ | _____ |
| 25 | Section 2.1k, Machine Shop | 2 | wk | _____ | _____ |
| 26 | Section 2.1m, Trash Removal | 1 | wk | _____ | _____ |

TOTAL – BASE YEAR AND OPTION YEAR ONE AND OPTION YEAR TWO

Section C - Descriptions and Specifications

STATEMENT OF WORK**Section 1**

1.1 SCOPE OF WORK. The Contractor shall furnish all necessary management, personnel, equipment, and vehicles, except as otherwise provided for herein, required to perform the routine janitorial services within the area of the Wolf Creek Power Plant and Dam, hereafter known as Wolf Creek or Wolf Creek Power Plant, as specified and in strict accordance with all terms, conditions, general, specific, and technical provisions, drawings, attachments, exhibits, etc. contained herein or incorporated by reference. Incorporation by reference shall include any and all mandatory provisions required by the Federal Acquisition Regulation (FAR) whether referenced or not referenced, current at time of award.

The work to be performed is described herein. These quantities of facilities are approximate and are provided as information only to assist in preparation of bids. The services required in this contract are in addition to the routine operation and maintenance performed by government personnel. The Contractor's work and responsibility shall include, but shall not be limited to, all planning, programming, administration, and management necessary to assure that all services are conducted in accordance with the contract and all applicable laws, regulations, codes, or directives. The Contractor shall ensure that all work meets or exceeds critical reliability rates or tolerances specified or included in referenced documents. The Contractor shall perform all related Contractor administrative services necessary to perform the work such as supply, procurement, quality control, Contractor financial control and maintenance of accurate and complete records and files.

1.2 BACKGROUND. Wolf Creek Power Plant and Dam is located on the Cumberland River 10 miles south of Jamestown, Kentucky, on US Highway 127. The area of work is located in Russell County, Kentucky.

1.3 WORKING HOURS.

a. Normal working hours. Normal working hours and days, except as otherwise specified or approved in advance by the Power Project Manager or the Power Plant Superintendent, shall be Monday through Thursday, 7:00 a.m. to 4:30 p.m., local time. The ten (10) Federal holidays observed are:

New Years Day (January 1)
Martin Luther King's Birthday (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25)

When a holiday falls on a Sunday, the following Monday will be observed as the Federal holiday. If a holiday falls on a Saturday, the preceding Friday is observed as the Federal holiday.

1.4 PERMITS AND LICENSES. The Contractor shall, at his/her own expense, obtain any licenses or permits required to perform the contract. The Contractor shall comply with all current Federal, State, and local laws and regulations and shall comply with any subsequent changes.

1.5 IDENTIFICATION OF CONTRACT EMPLOYEES. The Contractor shall provide the Power Project Manager with an up-to-date list of employees who will be engaged in the performance of the work. No employees

shall be permitted into the Power Plant without prior approval of the Power Project Manager. Neither the Contractor nor his employees shall admit anyone into the Power Plant without the Power Project Manager's approval.

1.6 SAFETY AND SECURITY REQUIREMENTS. If the Contractor fails or refuses to promptly comply with safety and security requirements as specified herein, the Power Project Manager may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stoppage shall be made subject to claim for extension of time or for excess costs or damages to the Contractor. Also, the Contractor will not be paid for work not performed as a result of the stop order. The Contractor shall comply with all current provisions of the Occupational Safety and Health Act (OSHA); the standards of the Corps of Engineers Manual, EM 385-1-1, Safety and Health Requirements Manual and the Appendix to Clearance Procedures and Safety Rules for Hydroelectric Power Plants, Nashville District. Safety shoes and hard hats shall be worn by all contractor employees while inside the power plant. The Contractor shall provide all safety equipment which must conform to standards set by the American National Standards Institute (ANSI).

Prior to the start of work under this contract, the Contractor shall provide the Power Project Manager with a Safety Plan. The plan must be approved by the Power Project Manager before work commences.

The Contractor will be furnished one of each key required to gain access to work areas. No copies of these keys shall be made. All costs associated with re-keying or replacing locks resulting from the loss or unauthorized access to such keys shall be born by the contractor.

1.7 SAFEGUARDING GOVERNMENT PROPERTY. The Contractor shall cooperate with Government personnel in safeguarding government property. The Contractor shall establish security procedures and safeguards that are compatible with the government's existing procedures to protect all equipment, materials, supplies, tools, and other resources.

1.8 ACCIDENT REPORTING. The Contractor shall maintain an accurate record of and shall report to the Power Project Manager, in the manner and on the forms prescribed by the Power Project Manager, all accidents within 24 hours of the occurrence. All serious accidents (those resulting in death or injury requiring medical attention) shall be reported immediately. The Contractor shall furnish the Power Project Manager with a Monthly Man Hour and Accident Report on ORN FL Form 31 no later than the 15th of the month for the preceding month.

1.9 DAMAGE REPORTS. Property or equipment damage shall be reported immediately. In all instances where government property and/or equipment is damaged by the Contractor or his/her employees, a full written report of the incident and extent of such damage shall be submitted to the Power Project Manager, within 2 work days of occurrence (less weekends and holidays).

1.10 DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND PROPERTY. The Contractor is responsible for taking the action necessary to protect all Contractor property and the personal property of Contractor employees from loss, damage, or theft. The government assumes no responsibility for theft, damage, etc. of the above.

1.11 CONTRACTOR EMPLOYEES. All Contractor employees shall conduct themselves in a proper manner at all times. No alcoholic beverages or illegal substances shall be consumed by the Contractor, subcontractors, or their employees while on duty nor shall they perform their duties while under the influence of said substances.

The Contractor shall remove from the site any individual whose continued employment is deemed by the Power Project Manager to be contrary to the public interest or inconsistent with the best interests of the U.S. Army Corps of Engineers.

The Power Project Manager will require the Contractor to immediately remove from the work site any employee of the Contractor who is incompetent or who endangers persons or property or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. Notification to the Contractor

will be made in writing if time and circumstances permit. Otherwise, notification will be verbal and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work required under this contract and immediate replacement shall be made as required.

1.12 SUPERVISION. The Contractor shall give his/her personal supervision to the work, or have a competent Foreman or Superintendent on the site at all times work is in progress with authority to act for the Contractor. Such authorization shall be submitted in writing to the Power Project Manager. The Contractor shall conduct overall management coordination and be the central point of contact with the government for performance of all work under this contract. The Contractor and any individual designated to act for him/her shall have full authority to contractually commit the Contractor for prompt action on matters pertaining to administration of this contract. The Contractor or a designated representative shall deal directly with the Power Project Manager or a designated representative, for normal day-to-day administration of the contract provisions. The Contractor shall notify the Power Project Manager upon arrival at the project and when ready to leave for the day.

The Contractor or a designated representative shall contact the Power Project Manager or a designated representative daily, or as otherwise approved by the Power Project Manager, to coordinate the work schedule in compliance with the terms of the contract and to arrange satisfactory working agreements. The Contractor shall furnish, in writing, to the Power Project Manager, the name(s) of the designated representatives for on-the-job contact and supervision purposes. The Contractor and the designated representatives will be required to attend pre-work conferences prior to commencing work under this contract.

1.13 MINIMUM MAN-POWER REQUIREMENTS. The Contractor shall provide an adequate number of fully qualified personnel to perform the work specified herein.

1.14 MINIMUM PERSONNEL QUALIFICATIONS. Employees, technical personnel, subcontractors, and consultants shall have the applicable education, experience or knowledge as evidenced by license, certificate, diploma, etc. to indicate a comprehensive understanding of the systems, components, and equipment to be used under this contract. Only properly trained and qualified employees shall be used in the performance of this contract. The Contractor shall ensure that he/she and all employees shall comply with such government regulations and safety standards as are applicable during the time spent performing work under this contract.

A file containing the qualifications (education, experience, certifications, and/or licenses) of each employee and subcontractor shall be maintained by the Contractor. These files shall be made available to the Power Project Manager upon request and will be used as a basis for determining the qualifications of personnel. In the event the Power Project Manager decides the Contractor does not have a qualified employee to perform the specified work, the Contractor will be required to immediately provide qualified personnel or to subcontract the work to a specialist familiar with the type of work to be accomplished. The Contractor shall supply to the Power Project Manager a complete list of names, addresses, and telephone numbers for him/herself, employees, and subcontractors. Any changes shall be reported to the Power Project Manager within two working days.

1.15 ENVIRONMENTAL PROGRAM. The Contractor shall comply with Federal, State and local laws, regulations, and standards regarding environmental protection. All environmental protection matters shall be coordinated with the Power Project Manager. Any of the facilities operated by the Contractor may be inspected by the Power Project Manager, or other Federal, State, and local officials on a non-notice basis. Access for inspection shall be granted upon request. Citations against government facilities, operated by the Contractor, for noncompliance with environmental standards, are a matter for resolution between the Government and the issuing office. Payment of fines or penalty charges associated with citations issued by Federal, State, or local officials shall be paid by the government. If the citations are issued due to faulty operation or maintenance practices, the Power Project Manager shall deduct the fine from any monies due the Contractor.

1.16 QUALITY CONTROL. The government will monitor the Contractor's performance in each functional area under this contract and reserves the right to use whatever additional surveillance procedures deemed appropriate. The Contractor shall inform the Power Project Manager when jobs are complete and ready for inspection. The

Contractor shall, without charge, correct any workmanship found by the government not to conform to the contract requirements, unless in the public interest, the Government consents to accept such workmanship with an equitable adjustment in contract price.

The Contractor, the designated representative, or both, shall meet with the Power Project Manager (or a designated representative) weekly or as determined necessary by the Power Project Manager. However, a meeting shall be held not later than one normal workday after a Contract Deficiency Report (CDR) is issued. Mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings may be prepared by the Power Project Manager and signed by the Power Project Manager, the Contractor, or his/her designated representatives, as appropriate to the occasion.

1.17 GOVERNMENT FURNISHED PROPERTY.

a. General. A certain amount of government owned facilities may be available for use by the Contractor for storage. The Contractor shall be responsible for the proper security of all government furnished facilities. All government furnished facilities are provided in an "as is" condition and shall be used only in connection with performance under this contract consistent with all Federal, Department of Defense, and Environmental Act Policies, standards, codes, or directives.

b. Government furnished facilities. Suitable storage space will be provided for the Contractor's use under this contract as listed below:

Storage and closet space

All facilities shall be used only in connection with performance under this contract. Should the Contractor reject any or all of these facilities, the Contractor shall provide the necessary facilities at no cost to the government. The Contractor shall keep the storage areas in a neat and orderly condition. At the completion of the contract, all facilities and equipment shall be returned to the government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence on the part of the Contractor or Contractor employees. Modifications or changes shall not be made to any government furnished facilities without prior written approval of the Power Project Manager. Any modifications to the government furnished facilities shall be at the Contractor's expense. The Contractor shall be responsible for maintaining physical security for government furnished facilities and property. All government furnished facilities shall be used only for the performance of work specified herein.

c. Utilities. The government will furnish all utilities, where available, except telephones. The Contractor shall make a dedicated effort to conserve utilities and shall comply with all government regulations regarding energy conservation. Government furnished utilities shall be used only in the performance of work specified in this contract. Telephones shall not be used for personal calls and long distance calls made by the Contractor or his employees shall not be charged to government telephones. In the event long distance charges are made to the government telephones, all costs shall be paid for by the Contractor.

d. Forms. All Department of Defense forms required by the government to be used under this contract will be provided by the government during the contract period.

e. Control. The Contractor shall sign for and be responsible for ensuring that government furnished property, facilities or items are utilized only for contract purposes. Upon completion (including any extensions of contract term) or termination of the contract, for any reason, and except for fair wear and tear, the Contractor shall return all GFP and any unused material, supplies, or parts in the same condition as received. Any discrepancies (except for fair wear and tear), damages, or deficiencies in the inventory shall be chargeable against the Contractor.

f. Damage to government property. The Contractor shall use reasonable care to avoid damaging buildings and equipment at the dam and power plant. Care shall be taken around all equipment control panels and control boards to avoid tripping or operating equipment or control switches. In the event an accidental operation occurs, the

Power Project Manager shall be notified immediately. If the Power Project Manager is absent, the Power Plant Superintendent shall immediately be made aware of the mishap. If the Contractor's failure to use reasonable care causes damage to equipment or loss of property or generating capacity, the Contractor shall replace or repair the damage, at no cost to the government, as the Power Project Manager directs. If the Contractor fails or refuses to make such repairs or replacement, the Contractor shall be liable for the cost, which will be deducted from the contract price.

1.18 CONTRACTOR FURNISHED ITEMS.

a. General. Except as described elsewhere in this contract, the Contractor shall furnish all personnel, facilities, vehicles, equipment and operators, supplies, tools, materials and parts necessary to accomplish all required services. All Contractor furnished items shall meet all applicable Federal, Department of Defense, Department of the Army, State and local laws or regulations. Unless otherwise specified, when the Contractor provides services, the Contractor shall provide all the necessary "tools of the trade" to accomplish the work. This includes the vehicles necessary to transport government furnished items, any other materials and supplies, and/or Contractor personnel to and from the job site.

b. Items to be furnished by the contractor. The following equipment and materials will be furnished by the contractor:

- (1) Toilet paper
- (2) Paper towels
- (3) Trash bags
- (4) Hand soap
- (5) Face soap
- (6) Waterless hand cleaner
- (7) Toilet bowl disinfectant
- (8) Window cleaner
- (9) Detergent as necessary
- (10) Johnson floor care products
- (11) Floor scrubber
- (12) High speed buffer
- (13) Mops and buckets
- (14) Brooms and dust mops
- (15) Urinal cakes

c. Material safety data sheets. Material safety data sheets (MSDS) shall be maintained for all chemicals used in performing contract requirements. A copy of all MSDS will be furnished to the Contractor for government furnished items.

d. Quality. All Contractor furnished supplies and materials used shall be new and of a quality equal to or better than the items to be replaced. The items used shall be standard products of manufacturers regularly engaged in the production of such items. The products shall be formulated for the purpose used and cause no damage to the equipment or materials upon which they are used. All Contractor furnished items are subject to approval by the Power Project Manager prior to being used.

1.19 OTHER CONTRACTS. The government may undertake or award other contracts or have lessees performing certain work, and the Contractor shall fully cooperate with such other Contractors, lessees, and Government employees and carefully fit their own work to such other additional work as may be directed by the Power Project Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by another Contractor, lessee, or government employees. The Power Project Manager may alter the work schedules of another Contractor, lessee, government employees, or the Contractor to avoid possible conflicts. Any such change or failure to make such a change by the Power Project Manager shall not be the basis for a claim by the Contractor.

1.20 DEFINITIONS. As used throughout this description/ specification, the following terms shall have the meaning set forth below:

a. Contractor. The term Contractor refers to the prime Contractor and all Contractor employees and personnel. The prime Contractor shall be responsible for ensuring all subcontractors comply with the provisions of this contract.

b. Contractor Representative. A foreman or superintendent, assigned to represent the interests of the Contractor with regards to all matters involving this contract.

c. Quality control. A method used by the Contractor to control the quality of services provided.

d. Office. Areas primarily for clerical or administrative functions and which usually contain desks, chairs, file cabinets, tables, and other common office furnishings.

e. Storage/Utility areas. Areas primarily used for the storage of supplies, materials, or equipment, and areas used for general or utility purposes such as employees eating areas or parking areas.

f. Restrooms. Sinks, showers, toilets and urinals provided for the comfort and personal hygiene of persons using the facilities.

g. Clean. Free of dirt, impurities, or extraneous matter. The act of removing all dirt, impurities, or extraneous matter without damage, injury, or impairment to that which is being cleaned.

h. Policing. The picking up of litter, trash, and debris and depositing it in an approved container or area.

i. Major subcontractor. A subcontractor that performs other than one-time or incidental services of a minor nature (i.e. other than a subcontractor used by the Contractor to make a one-time equipment repair). A subcontractor that is used to perform services on a routine, recurring basis (i.e. a subcontractor used to perform mowing work all season in one or more areas).

j. Floor sweeping and mopping. Pertains to the daily and/or periodic maintenance of floor surfaces using one or more of the following methods:

(1) Sweeping. Floors shall be swept to remove loose dirt, dust, and debris using conventional brooms. After sweeping, the entire floor surface, including corners, shall be free of litter, dust, and foreign debris. Chairs, trash receptacles, and easily moved items shall be tilted or moved to sweep underneath. Items moved shall be returned to their original position. Prior to mopping or scrubbing, floors shall be swept using sweeping compound or treated sweep mop.

(2) Mopping. All accessible areas shall be mopped. Chairs, trash receptacles, and easily moved items shall be tilted or moved to mop underneath. Damp mopping shall be used for routine cleaning of lightly soiled floors. Wet mopping shall be used to clean heavily soiled, stained, or scuffed floors or areas of floors. After being mopped, the floor shall have a uniform appearance, with no streaks, swirl marks, detergent residue, or any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks or mop streaks on furniture, walls, baseboards, etc. or mop strands left in the area. After mopping, items moved shall be returned to their original position.

k. Window cleaning. Window cleaning consists of removing all traces of film, dirt, smudges, water, and other foreign matter from frames, casing, sills, and glass.

l. Dusting. After dusting, lint, litter, and dry soil shall be removed from the horizontal surfaces of desks, chairs, file cabinets, and other types of furniture, (tables, couches, etc.), equipment, facilities, and from horizontal ledges, window sills, handrails, etc.

m. Clean toilet bowl and urinal. After cleaning, the entire surface shall be free from streaks, stains, scale, scum, urine deposits, rust stains, and odor.

n. Re-supply. Replenish supplies of toilet paper, soap, towels, trash bags, or other expendable products so that supplies do not run out before the next scheduled cleaning and servicing.

o. Wall cleaning. All rest rooms and shower room walls, stalls, and partitions shall be washed, rinsed, and dried.

p. Clean upholstered furniture. Vacuum upholstered furniture. When clean, furniture shall be free of dust and streaks on all surfaces.

Section 2

2.1 WORK TO BE PERFORMED. The work shall consist of custodial services at Wolf Creek Power Plant.

a. Cleaning of outside areas. This work shall be performed in Employee Parking Lot, Employee Entrance, Visitors Entrance and Area Between Powerhouse and Dam.

(1) **Weekly** - Police the parking lots, visitors' walkway, and the area between the powerhouse and dam. Sweep the exterior portions of the building entrances and sidewalks. Clean doors and windows that can be reached while standing on the floor. Remove trash.

(2) **Semiannually** - This job shall be completed during the fifth and tenth months of the calendar year. Sweep the area between the powerhouse and dam.

b. Dismantling platform and entrance cleaning.

(1) **Two times per week** - Police the area and remove trash. Clean by dusting, sweeping, and mopping. Remove grease and oil from the floor. Clean handrails and surfaces of equipment stored and displayed on dismantling platform. Clean door glass that can be reached while standing on the floor.

(2) **Twice monthly** - Clean by scrubbing and mopping the dismantling platform. Clean two (2) employee entrance doors inside and outside. Wash handrails. Floor shall be scrubbed with self-propelled scrubbing machine. All water will be removed from the floor by mopping. Care shall be taken when scrubbing areas with removable floor plates or decks not to allow water to run down onto equipment below. Floor scrubbing is accomplished by using mechanized scrubbing equipment and includes preparing the equipment, cleaning solution, and area to be scrubbed, scrubbing the area and damp mopping after scrubbing. Chairs, trash receptacles, and easily movable items shall be moved to scrub floors underneath. After scrubbing and mopping, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, stains, and discolorations. Cleaning solutions shall be removed from baseboards, furniture, trash receptacles, etc. After cleaning operations have been completed, furniture or other items moved shall be returned to their original position and left in an orderly manner.

c. Office area cleaning. This work shall be performed in Hallways, First Aid Room, Supply Room, Office Kitchen, Secretary, Superintendent and Manager's offices.

(1) **Two times per week** - Police the area and remove the trash. Dust the furniture and picture frames. Sweep, vacuum, and wet mop as necessary. Clean the kitchen counter top and sink. The Contractor shall not disturb papers or other materials left on desks or other furniture. No office machines or other equipment in the office shall be tampered with by the Contractor or his employees.

(2) **Weekly** - Spot clean office and corridor walls. Upholstered furniture shall be vacuumed. Metal and other furniture shall be cleaned to remove dust, smudge marks, and finger prints. Dust and clean surfaces, window sills, doors, jambs, office equipment, and metal surfaces. Clean windows, doors, and pictures.

(3) **Twice monthly** - After vinyl tile floors are swept and wet mopped with the designated detergent, they shall be buffed using the high speed buffer. "Spray Buff" shall be applied to dull surfaces prior to buffing. (Only Johnson Floor Care Products shall be used on vinyl tile.)

d. Control room area cleaning. This work shall be performed in the Control Room, Hallway, and Operator's Kitchen.

(1) **Two times per week** - Police the area and remove trash. Sweep and dust mop vinyl tile

floors. Clean glass surfaces on furniture.

- (2) **Weekly** - Spot clean the walls. Wipe the sides of furniture and vacuum upholstered chairs. Clean the doors and dust the pictures. Dust office equipment, furniture, and wash metal surfaces. After vinyl tile floors are swept and mopped with the designated detergent, they shall be buffed using the high-speed buffer. "Spray Buff" shall be applied to dull areas prior to buffing. (Only Johnson's floor care products shall be used on vinyl tile.)
- (3) **Monthly** - Clean glass wall between control room and dismantling platform, top to bottom.
- (4) **Annual** - Control room, hallway, and operator's kitchen. The floor will be stripped and re-waxed using the method recommended by the manufacturers of Johnson Wax. (Copies available from the Power Plant Superintendent)

e. Visitor area cleaning. This work shall be performed in Reception Room, Hallways and Observation Balcony.

Police the area and remove trash. Sweep and wet mop the paver tile floor. Dust window sills, door jambs, displays, and horizontal surfaces. Spot clean walls, wipe sides of furniture, and vacuum upholstered chairs. Clean surfaces of displays, windows, doors, and pictures.

f. Stairway cleaning. This work shall be performed in Stairway areas throughout the powerhouse.

(1) **Two times per week** - Police and sweep the entire length of stairs No. 1 and No. 3. Clean and wash handrailings to remove dirt and grease. Mop stairway No. 1 between elevation 567 and 611. Mop stairway No. 3 between elevation 567 and 595.

(2) **Weekly** - Police and sweep all stairways not listed above. Clean and wash hand railings to remove grease and dirt build-up.

(3) **Monthly** - Mop or hand scrub stairs No. 2, 4, 8 (6 sets) 9, 10, 11, ledges and landings. Dust hand railing and wash as necessary. Thoroughly dry all water that results from the mopping or scrubbing operation.

g. Floor areas. This work shall be performed in Switchgear Room, Exercise Room, Generator Room and Station Service Bay, Water Treatment Plant and Turbine Room.

(1) **Weekly** - Clean, sweep, and remove trash from all areas. Mop heavily soiled areas.

(2) **Monthly** - Scrub all areas with self-propelled scrubbing machine. All water will be removed from the floor by mopping. Care shall be taken when scrubbing areas with removable floor plates or decks not to allow water to run down onto equipment below. Floor scrubbing is accomplished by using mechanized scrubbing equipment and includes preparing the equipment, cleaning solution, and area to be scrubbed, scrubbing the area, and damp mopping after scrubbing. Chairs, trash receptacles, and easily movable items shall be moved to scrub floors underneath. After scrubbing and mopping, the entire floor shall have a uniform, glossy appearance, free of scuff marks, heel marks, stains, and discolorations. Cleaning solutions shall be removed from baseboards, furniture, trash receptacles, etc. After cleaning operations have been completed, furniture or other items moved shall be returned to their proper position and left in an orderly manner.

h. Restrooms, showers, dressing and locker room cleaning and servicing. This work shall be performed in 11 restrooms throughout the powerhouse. All restrooms are to be cleaned and supplied.

(1) **Two times per week** - This work shall be performed in the machine shop restroom, control room restroom, office area restrooms and conference area restrooms. Police the areas and remove the trash. Sweep and mop the floors, including the corners, and re-supply with soap, toilet paper, and paper towels. Clean the mirrors, shelves, and dispensers. Clean the walls, partitions, doors, basins, commodes, and urinals. Deodorant blocks shall be maintained in all urinals with proper dispensers to prevent clogged pipes. A suitable disinfectant shall be used for cleaning the floor, urinals, commodes, walls, and partitions.

(2) **Twice monthly** - All remaining restrooms shall be cleaned and supplied twice each month as described above.

i. Kitchen and eating room cleaning. This work shall be performed in Machine Shop Kitchen, Control Room Kitchen, Office Area Kitchen and Conference Area Kitchen. Cleaning of these areas will not be performed during employee's scheduled lunch times.

(1) **Two times per week** - Police the area and remove the trash. Clean as necessary the counters, sink, tables, and chairs. Resupply towels, etc. Sweep and mop the paver tile floors. Clean the walls, shelves, dispensers, front and top of lockers, and trash receptacles. Clean refrigerators and stoves and dust all parts of the rooms that can be reached while standing on the floor.

(2) **Weekly** - Thoroughly clean stoves and four (4) microwave ovens.

(3) **Monthly** - Defrost and clean interior of one (1) refrigerator located in office kitchen.

j. Power Plant gallery and penstock chamber cleaning. This work shall be performed on all concrete floor areas and stairs designated as Penstock Chamber, Ramps and Gallery.

Monthly - Police the entire area and remove the trash and debris. Wipe up grease and oil. Mineral deposits, grease, and other debris shall not be washed into the gutter drains. Wash down the floors, including approaches and steps leading to scroll case and draft tube doors. Gutters and drains shall be cleaned of mineral deposits, etc. to remain free flowing. Employees performing this work shall be instructed to notify the Power Plant Superintendent if any of the drains become clogged. During months that unit inspections are scheduled, the cleaning shall be performed after completion of the inspections.

k. Shop areas. This work shall be performed in the Machine Shop and Electric Shop.

(1) **Two times per week** - Police the areas and remove trash. Wipe the sides of furniture and vacuum upholstered chairs. Sweep and mop shop floors. Dust and clean surfaces.

m. Trash disposal. The Contractor shall be responsible for off-site disposal of trash. Trash shall be disposed of by the Contractor no less than once per week. The Contractor shall dispose of trash and refuse in accordance with Federal, State, and local laws and regulations. The Contractor will furnish a written, signed statement, monthly, stating the trash was disposed of properly. An example follows:

This is to certify I removed trash from Wolf Creek Power Plant and disposed of in accordance with Federal, State, and local laws and regulations.

Signature & Date _____
 Company _____
 Address _____
 Phone Number _____

This is to certify that _____
of _____ delivered trash from Wolf Creek Power Plant for disposal to

Land Fill. I further certify the trash was disposed of in accordance with Federal, State, and local laws and regulations.

Signature & Date _____
Company _____
Address _____
Phone Number _____

2.2 WORK SCHEDULE AT POWER PLANT.

a. Performance requirements. The contractor shall be required to meet with the Power Project Manager or his authorized representative prior to commencement of work to discuss and mutually agree on the performance requirements and administration of this contract.

b. Hours of work. Work under this contract shall be performed between the hours of 7:00 a.m. and 4:30 p.m., local time, on Monday through Thursdays only. Whenever an area is scheduled to be cleaned or have refuse removed and a Federal holiday falls on one of the scheduled cleaning days, the work shall be accomplished the workday prior to or the workday following the holiday, as directed by the Power Project Manager. Work shall be performed as scheduled.

c. Two times per week. Work scheduled for "two times per week" shall be performed on Tuesdays and Thursdays.

d. Twice monthly. Work scheduled for "twice monthly" shall be performed on the same day of the first and third week of every month for the duration of this contract.

e. Weekly. Cleanings required once a week shall be done on Tuesdays.

f. Monthly. Work scheduled for monthly shall be done on the first Tuesday or Thursday of each month. All areas requiring "sweeping, dust mopping or wet mopping as necessary" shall be wet mopped no less than once per month. Areas shall be swept immediately prior to wet mopping.

Section 3

3.1 REPORTING WORK. The work for each month shall be reported to the Power Project Manager or Power Plant Superintendent showing the items completed for which payment will be invoiced and reporting any unusual problems or occurrences.

3.2 PERIOD OF SERVICE. The period of service under this contract will be 01 February 2003 through 31 January 2005.

3.3 INSURANCE. Prior to the commencement of work, the Contractor shall furnish to the Power Project Manager a certificate or written statement of insurance. Policies evidencing this required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the government in such shall not be effective until 30 days after written notice thereof to the Power Project Manager. The Contractor shall procure and maintain during the entire period of his/her performance under this contract the following minimum insurance:

| TYPE | AMOUNT/BODILY INJURY | PROPERTY DAMAGE |
|---------------------------------|-------------------------|-----------------|
| COMPREHENSIVE GENERAL LIABILITY | \$500,000 EACH PERSON | ----- |
| | \$500,000 EACH ACCIDENT | \$100,000 |
| AUTOMOBILE LIABILITY | \$200,000 EACH PERSON | ----- |
| | \$500,000 EACH ACCIDENT | \$100,000 |

3.4 PLACE OF PERFORMANCE. All work and services are at Wolf Creek Power Plant and Dam. The address of the Power Project Manager is:

Power Project Manager
Wolf Creek Power Plant
980 Power Plant Road
Jamestown, KY 42629-6501
Telephone: (270) 343-0123
Fax: (270) 343-0149

3.5 PAYMENTS.

(a) The government shall pay the Contractor monthly, upon the submission of proper invoices, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract. Payment for any period of less than one month for services will be computed on the number of days work is required.

(b) Should the Contractor fail to service the areas designated by the contract, the government shall have the right to deduct the cost thereof from payment due the Contractor. Deductions will be based on the bid schedule, or the government's cost to complete the work.

(c) Acceptance of payment shall be final and conclusive.

(d) Payment will not be made for work not performed.

3.6 DISCOUNTS. If a prompt payment discount is offered, time will be computed from the date the invoice is received by the Disbursing Officer at the following address:

USACE Finance Center
5720 Integrity Drive
Millington, TN 38054-5005

3.7 DEDUCTIONS FOR NONPERFORMANCE. If the Contractor fails to perform according to the contract specifications, a Contract Discrepancy Report will be issued by the Power Project Manager. The Contractor shall explain, in writing, why performance was not satisfactory and how recurrence of the problem will be prevented.

Deductions will be based on the Contractor's bid schedule or the government's cost to perform the work. Government cost to perform the work will be based on actual cost to do the work using a WG-7 Maintenance Worker's rate of pay.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------|---|----------|
| 52.212-4 | Contract Terms and Conditions--Commercial Items | FEB 2002 |
| 52.219-6 | Notice Of Total Small Business Set-Aside | JUL 1996 |
| 52.223-6 | Drug Free Workplace | MAY 2001 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I of 52.219-23.

___(9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___X (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___X (12) 52.222-26, Equal Opportunity (E.O. 11246).

___X (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

___X (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___X (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

___X(16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___X(18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

___(19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___(ii) Alternate I of 52.225-3.

___(iii) Alternate II of 52.225-3.

___(20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___(22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___(23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

___X(24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

___(25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

___(26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration of the current year.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of expiration of the current year; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

WAGE DETERMINATION**WAGE DETERMINATION NO: 94-2497 REV (20) AREA: TN,NASHVILLE**WAGE DETERMINATION NO: **94-2497** REV (20) AREA: TN,NASHVILLE

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

| | | |
|-----------------|-----------------------------------|-----------------------------------|
| William W.Gross | Wage Determination No.: 1994-2497 | |
| Director | Division of | Revision No.: 20 |
| | Wage Determinations | Date Of Last Revision: 07/26/2002 |

States: Kentucky, Tennessee

Area: Kentucky Counties of Adair, Allen, Barren, Clinton, Cumberland, Metcalfe, Monroe, Russell, Simpson

Tennessee Counties of Bedford, Cannon, Cheatham, Clay, Davidson, De Kalb, Dickson, Hickman, Houston, Humphreys, Jackson, Lewis, Macon, Marshall, Maury, Perry, Putnam, Robertson, Rutherford, Smith, Sumner, Trousdale, Warren, White, Williamson, Wilson

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| Administrative Support and Clerical Occupations | |
| Accounting Clerk I | 8.94 |
| Accounting Clerk II | 11.23 |
| Accounting Clerk III | 13.24 |
| Accounting Clerk IV | 15.70 |
| Court Reporter | 11.84 |
| Dispatcher, Motor Vehicle | 14.23 |
| Document Preparation Clerk | 9.69 |
| Duplicating Machine Operator | 9.69 |
| Film/Tape Librarian | 9.50 |
| General Clerk I | 7.31 |
| General Clerk II | 8.34 |
| General Clerk III | 9.39 |
| General Clerk IV | 10.56 |
| Housing Referral Assistant | 15.39 |
| Key Entry Operator I | 8.39 |
| Key Entry Operator II | 10.78 |
| Messenger (Courier) | 8.73 |
| Order Clerk I | 9.35 |
| Order Clerk II | 11.70 |
| Personnel Assistant (Employment) I | 9.98 |
| Personnel Assistant (Employment) II | 11.01 |
| Personnel Assistant (Employment) III | 14.67 |
| Personnel Assistant (Employment) IV | 13.94 |
| Production Control Clerk | 15.12 |
| Rental Clerk | 9.58 |
| Scheduler, Maintenance | 11.77 |
| Secretary I | 11.77 |

| | | |
|--|-------|------|
| Secretary II | 14.42 | |
| Secretary III | 15.39 | |
| Secretary IV | 18.01 | |
| Secretary V | 19.90 | |
| Service Order Dispatcher | 11.71 | |
| Stenographer I | 8.61 | |
| Stenographer II | 9.66 | |
| Supply Technician | 18.01 | |
| Survey Worker (Interviewer) | 11.64 | |
| Switchboard Operator-Receptionist | 10.29 | |
| Test Examiner | 14.42 | |
| Test Proctor | 14.42 | |
| Travel Clerk I | 9.55 | |
| Travel Clerk II | 10.12 | |
| Travel Clerk III | 10.79 | |
| Word Processor I | 10.74 | |
| Word Processor II | 15.95 | |
| Word Processor III | 16.29 | |
| Automatic Data Processing Occupations | | |
| Computer Data Librarian | 10.23 | |
| Computer Operator I | 11.21 | |
| Computer Operator II | 12.56 | |
| Computer Operator III | 13.72 | |
| Computer Operator IV | 15.31 | |
| Computer Operator V | 16.97 | |
| Computer Programmer I (1) | 13.79 | |
| Computer Programmer II (1) | 17.07 | |
| Computer Programmer III (1) | 21.81 | |
| Computer Programmer IV (1) | 26.39 | |
| Computer Systems Analyst I (1) | 22.40 | |
| Computer Systems Analyst II (1) | 27.62 | |
| Computer Systems Analyst III (1) | 27.62 | |
| Peripheral Equipment Operator | 30.38 | |
| Automotive Service Occupations | | |
| Automotive Body Repairer, Fiberglass | 11.86 | |
| Automotive Glass Installer | 17.27 | |
| Automotive Worker | 15.67 | |
| Electrician, Automotive | 15.89 | |
| Mobile Equipment Servicer | 16.77 | |
| Motor Equipment Metal Mechanic | 13.55 | |
| Motor Equipment Metal Worker | 17.47 | |
| Motor Vehicle Mechanic | 15.89 | |
| Motor Vehicle Mechanic Helper | 15.97 | |
| Motor Vehicle Upholstery Worker | 12.88 | |
| Motor Vehicle Wrecker | 15.03 | |
| Painter, Automotive | 15.89 | |
| Radiator Repair Specialist | 16.67 | |
| Tire Repairer | 15.89 | |
| Transmission Repair Specialist | 11.75 | |
| Food Preparation and Service Occupations | | |
| Baker | 11.27 | |
| Cook I | | 8.32 |
| Cook II | 9.31 | |
| Dishwasher | 7.49 | |

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| Food Service Worker | 7.85 | |
| Meat Cutter | 10.64 | |
| Waiter/Waitress | 6.89 | |
| Furniture Maintenance and Repair Occupations | | |
| Electrostatic Spray Painter | 14.42 | |
| Furniture Handler | 11.07 | |
| Furniture Refinisher | 15.92 | |
| Furniture Refinisher Helper | 12.72 | |
| Furniture Repairer, Minor | 14.21 | |
| Upholsterer | 14.42 | |
| General Services and Support Occupations | | |
| Cleaner, Vehicles | 7.85 | |
| Elevator Operator | 7.77 | |
| Gardener | 10.43 | |
| House Keeping Aid I | 7.07 | |
| House Keeping Aid II | 7.85 | |
| Janitor | 7.77 | |
| Laborer, Grounds Maintenance | 8.63 | |
| Maid or Houseman | 7.07 | |
| Pest Controller | 11.15 | |
| Refuse Collector | 7.85 | |
| Tractor Operator | 9.80 | |
| Window Cleaner | 8.62 | |
| Health Occupations | | |
| Dental Assistant | 11.20 | |
| Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 13.27 | |
| Licensed Practical Nurse I | 11.02 | |
| Licensed Practical Nurse II | 12.36 | |
| Licensed Practical Nurse III | 13.83 | |
| Medical Assistant | 11.62 | |
| Medical Laboratory Technician | 12.18 | |
| Medical Record Clerk | 11.88 | |
| Medical Record Technician | 14.89 | |
| Nursing Assistant I | 8.69 | |
| Nursing Assistant II | 9.76 | |
| Nursing Assistant III | 10.66 | |
| Nursing Assistant IV | 11.95 | |
| Pharmacy Technician | 12.19 | |
| Phlebotomist | 12.18 | |
| Registered Nurse I | 16.77 | |
| Registered Nurse II | 20.52 | |
| Registered Nurse II, Specialist | 20.52 | |
| Registered Nurse III | 24.83 | |
| Registered Nurse III, Anesthetist | 24.83 | |
| Registered Nurse IV | 29.74 | |
| Information and Arts Occupations | | |
| Audiovisual Librarian | 15.99 | |
| Exhibits Specialist I | 15.80 | |
| Exhibits Specialist II | 19.57 | |
| Exhibits Specialist III | 23.87 | |
| Illustrator I | 17.70 | |
| Illustrator II | 21.93 | |
| Illustrator III | 26.76 | |
| Librarian | | 19.09 |

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|---|-------|
| Library Technician | 11.64 |
| Photographer I | 14.03 |
| Photographer II | 16.42 |
| Photographer III | 20.34 |
| Photographer IV | 24.82 |
| Photographer V | 30.11 |
| Laundry, Dry Cleaning, Pressing and Related Occupations | |
| Assembler | 6.90 |
| Counter Attendant | 6.90 |
| Dry Cleaner | 7.72 |
| Finisher, Flatwork, Machine | 6.90 |
| Presser, Hand | 6.90 |
| Presser, Machine, Drycleaning | 7.59 |
| Presser, Machine, Shirts | 6.90 |
| Presser, Machine, Wearing Apparel, Laundry | 6.90 |
| Sewing Machine Operator | 9.06 |
| Tailor | 9.93 |
| Washer, Machine | 7.42 |
| Machine Tool Operation and Repair Occupations | |
| Machine-Tool Operator (Toolroom) | 15.80 |
| Tool and Die Maker | 16.72 |
| Material Handling and Packing Occupations | |
| Forklift Operator | 12.45 |
| Fuel Distribution System Operator | 13.38 |
| Material Coordinator | 13.40 |
| Material Expediter | 13.40 |
| Material Handling Laborer | 12.25 |
| Order Filler | 10.65 |
| Production Line Worker (Food Processing) | 12.47 |
| Shipping Packer | 11.50 |
| Shipping/Receiving Clerk | 11.50 |
| Stock Clerk (Shelf Stocker; Store Worker II) | 12.12 |
| Store Worker I | 8.85 |
| Tools and Parts Attendant | 12.47 |
| Warehouse Specialist | 12.47 |
| Mechanics and Maintenance and Repair Occupations | |
| Aircraft Mechanic | 15.02 |
| Aircraft Mechanic Helper | 12.47 |
| Aircraft Quality Control Inspector | 17.05 |
| Aircraft Servicer | 14.04 |
| Aircraft Worker | 14.81 |
| Appliance Mechanic | 16.58 |
| Bicycle Repairer | 11.75 |
| Cable Splicer | 17.99 |
| Carpenter, Maintenance | 14.42 |
| Carpet Layer | 14.81 |
| Electrician, Maintenance | 16.56 |
| Electronics Technician, Maintenance I | 15.26 |
| Electronics Technician, Maintenance II | 16.00 |
| Electronics Technician, Maintenance III | 16.68 |
| Fabric Worker | 13.97 |
| Fire Alarm System Mechanic | 16.30 |
| Fire Extinguisher Repairer | 13.26 |
| Fuel Distribution System Mechanic | 16.52 |

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| General Maintenance Worker | 15.03 | |
| Heating, Refrigeration and Air Conditioning Mechanic | 15.72 | |
| Heavy Equipment Mechanic | 15.02 | |
| Heavy Equipment Operator | 15.02 | |
| Instrument Mechanic | 16.30 | |
| Laborer | 7.85 | |
| Locksmith | 15.57 | |
| Machinery Maintenance Mechanic | 15.51 | |
| Machinist, Maintenance | 16.78 | |
| Maintenance Trades Helper | 11.56 | |
| Millwright | 19.00 | |
| Office Appliance Repairer | 15.57 | |
| Painter, Aircraft | 16.67 | |
| Painter, Maintenance | 14.42 | |
| Pipefitter, Maintenance | 17.05 | |
| Plumber, Maintenance | 16.65 | |
| Pneudraulic Systems Mechanic | 16.30 | |
| Rigger | 16.30 | |
| Scale Mechanic | 14.81 | |
| Sheet-Metal Worker, Maintenance | | 15.37 |
| Small Engine Mechanic | 13.66 | |
| Telecommunication Mechanic I | 16.67 | |
| Telecommunication Mechanic II | 17.50 | |
| Telephone Lineman | 16.67 | |
| Welder, Combination, Maintenance | 15.02 | |
| Well Driller | 15.24 | |
| Woodcraft Worker | 16.52 | |
| Woodworker | 12.16 | |
| Miscellaneous Occupations | | |
| Animal Caretaker | 8.52 | |
| Carnival Equipment Operator | 9.84 | |
| Carnival Equipment Repairer | 10.41 | |
| Carnival Worker | 7.77 | |
| Cashier | | 7.15 |
| Desk Clerk | 8.10 | |
| Embalmer | 16.57 | |
| Lifeguard | 7.56 | |
| Mortician | 17.88 | |
| Park Attendant (Aide) | 9.50 | |
| Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | | 7.56 |
| Recreation Specialist | 9.29 | |
| Recycling Worker | 9.89 | |
| Sales Clerk | 7.56 | |
| School Crossing Guard (Crosswalk Attendant) | 7.85 | |
| Sport Official | 6.57 | |
| Survey Party Chief (Chief of Party) | 10.59 | |
| Surveying Aide | 7.15 | |
| Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | | 9.50 |
| Swimming Pool Operator | 11.79 | |
| Vending Machine Attendant | 9.89 | |
| Vending Machine Repairer | 11.79 | |
| Vending Machine Repairer Helper | 9.89 | |
| Personal Needs Occupations | | |
| Child Care Attendant | 6.92 | |

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| Child Care Center Clerk | 9.93 | |
| Chore Aid | 7.06 | |
| Homemaker | 11.03 | |
| Plant and System Operation Occupations | | |
| Boiler Tender | 16.52 | |
| Sewage Plant Operator | 15.86 | |
| Stationary Engineer | 16.52 | |
| Ventilation Equipment Tender | 12.47 | |
| Water Treatment Plant Operator | 14.62 | |
| Protective Service Occupations | | |
| Alarm Monitor | 8.82 | |
| Corrections Officer | 15.34 | |
| Court Security Officer | 15.34 | |
| Detention Officer | 15.34 | |
| Firefighter | | 15.42 |
| Guard I | 7.85 | |
| Guard II | 8.82 | |
| Police Officer | 15.26 | |
| Stevedoring/Longshoremen Occupations | | |
| Blocker and Bracer | 14.01 | |
| Hatch Tender | 14.01 | |
| Line Handler | 14.01 | |
| Stevedore I | 12.08 | |
| Stevedore II | 14.73 | |
| Technical Occupations | | |
| Air Traffic Control Specialist, Center (2) | 28.21 | |
| Air Traffic Control Specialist, Station (2) | 19.46 | |
| Air Traffic Control Specialist, Terminal (2) | 21.43 | |
| Archeological Technician I | 13.75 | |
| Archeological Technician II | 15.39 | |
| Archeological Technician III | 19.05 | |
| Cartographic Technician | 19.39 | |
| Civil Engineering Technician | 17.69 | |
| Computer Based Training (CBT) Specialist/ Instructor | 21.15 | |
| Drafter I | | 9.57 |
| Drafter II | 13.14 | |
| Drafter III | 16.78 | |
| Drafter IV | 19.05 | |
| Engineering Technician I | 14.91 | |
| Engineering Technician II | 16.63 | |
| Engineering Technician III | 21.00 | |
| Engineering Technician IV | 24.64 | |
| Engineering Technician V | 30.21 | |
| Engineering Technician VI | 36.54 | |
| Environmental Technician | 16.07 | |
| Flight Simulator/Instructor (Pilot) | 25.27 | |
| Graphic Artist | 17.70 | |
| Instructor | 18.07 | |
| Laboratory Technician | 13.77 | |
| Mathematical Technician | 20.98 | |
| Paralegal/Legal Assistant I | 13.55 | |
| Paralegal/Legal Assistant II | 16.92 | |
| Paralegal/Legal Assistant III | 20.64 | |
| Paralegal/Legal Assistant IV | 24.75 | |

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| Photooptics Technician | 22.40 |
| Technical Writer | 21.37 |
| Unexploded (UXO) Safety Escort | 17.93 |
| Unexploded (UXO) Sweep Personnel | 17.93 |
| Unexploded Ordnance (UXO) Technician I | 17.93 |
| Unexploded Ordnance (UXO) Technician II | 21.70 |
| Unexploded Ordnance (UXO) Technician III | 26.01 |
| Weather Observer, Combined Upper Air and Surface Programs (3) | 13.77 |
| Weather Observer, Senior (3) | 15.37 |
| Weather Observer, Upper Air (3) | 13.77 |
| Transportation/ Mobile Equipment Operation Occupations | |
| Bus Driver | 12.87 |
| Parking and Lot Attendant | 16.13 |
| Shuttle Bus Driver | 9.11 |
| Taxi Driver | 8.11 |
| Truckdriver, Heavy Truck | 17.08 |
| Truckdriver, Light Truck | 9.11 |
| Truckdriver, Medium Truck | 14.81 |
| Truckdriver, Tractor-Trailer | 17.45 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month **VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry- house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other

than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost),

reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day).

However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process: The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees. Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state

antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.237-1 SITE VISIT (APR 1984)

(a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://farsite.hill.af.mil>

<http://www.dtic.mil/dfars>

(End of provision

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

Section M - Evaluation Factors for Award

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52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

EVALUATION CRITERIA

Proposals submitted in response to this solicitation and which meet the solicitation requirements shall be evaluated in accordance with the following factors. Vendors are requested to provide information in the RFQ which support these evaluation factors.

Accomplishments

- (g) Experience: Number of years experience in janitorial services and three examples of services performed.
- (h) Quality Assurance Systems - Offeror must indicate quality control procedures are adequate to ensure satisfactory service performance under the contract.
- (i) Past Performance - Supply three references with a contact name and a telephone number which may be contacted upon determination of being the apparent awardee.

Technical and past performance, when combined, are equal and award will be determined based on the best value to the government price and other factors considered.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)